

SILVERMANACAMPORA LLP  
Attorneys for the Debtor  
100 Jericho Quadrangle, Suite 300  
Jericho, New York 11753  
(516) 479-6300  
Anthony C. Acampora  
Justin S. Krell  
Brian Powers

Hearing Date: June 13, 2022  
Time: 10:00 a.m.

Objections Due: June 6, 2022  
Time: 4:00 p.m.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re:

CERTA DOSE, INC.,

Debtor.  
-----X

Chapter 11

Case No. 21-11045 (LGB)

**AMENDED NOTICE AND SCHEDULE OF TRUSTEE'S CALCULATIONS  
OF CURE AMOUNTS OWED ON ITS CONTRACTS AND LEASES  
WHICH MAY BE ASSUMED AND ASSIGNED AS PART OF HIS SALE OF ASSETS**

**Lease/Contract and Counterparty: Refer to Schedule "A"**

**For questions regarding the cure amounts set forth on Schedule "A", or to attempt to resolve any assumption or cure issues consensually, please contact counsel to the Trustee, SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753 (Attn: Brian Powers), Telephone (516) 479-6300; BPowers@SilvermanAcampora.com.**

**PLEASE TAKE NOTICE** that on May 23, 2022, Kenneth P. Silverman, Esq., the chapter 11 trustee (the "Trustee") of Certa Dose, Inc. (the "Debtor") filed a motion seeking approval of the sale (the "Sale") of substantially all of the Debtor's assets to Dr. Caleb Hernandez (the "Buyer"). You are receiving this notice because you are a contract or lease counter-party (each, a "Vendee", and collectively, the "Vendees") to a contract or lease which the Trustee may seek to assume and assign as part of the sale of assets for which it seeks approval in the Motion (the "Assumed Contracts").

**PLEASE TAKE FURTHER NOTICE** that the Debtor may seek to assume and assign some or all of the Assumed Contracts described on Schedule "A" hereto (each, an "Assignment" and collectively, the "Assignments"), and have the Assumption Date in each instance be effective as of the date of the closing on the Sale (the "Auction Date"), with the Buyer being responsible for all obligations due under each Assumed Contract arising on and after that Sale.

**PLEASE TAKE FURTHER NOTICE** that, as of May 23, 2022 (the “Determination Date”), the Trustee believes that the Debtor owes to the respective Vendees the corresponding amount listed on the attached schedule (the “Cure Amount”), if anything. However, subsequent to the Determination Date and prior to the Sale, the Trustee expects to pay most, if not all, of the Cure Amounts.

**PLEASE TAKE FURTHER NOTICE**, that objections<sup>1</sup> to an Assignment, if any, and/or Cure Amount, if any, must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objecting party, the basis for the objection and, if applicable, any counter-proposed Cure Amount with support thereof, and must be filed electronically with the Bankruptcy Court in accordance with General Order M-399 (General Order M-399 and the User’s Manual for the Electronic Case Filing System may be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), the official website for the Bankruptcy Court) by registered users of the Bankruptcy Court’s case filing system, and by all other parties in interest on a disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with courtesy copies delivered directly to Chambers), and must be served upon (i) counsel to the Trustee, SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York, 11753, Attn: Brian Powers, Esq., (ii) counsel to the Buyer, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Catherine LoTempio, Esq., and (iii) The Office of the United States Trustee, 201 Varick Street Suite 1006, New York, New York, 10014, Attn: Paul Schwartzberg, Esq., no later than **June 6, 2022 at 4:00 p.m.** (the “Cure Schedule Objection Deadline”).

**PLEASE TAKE FURTHER NOTICE** that if no objections are received by the Cure Schedule Objection Deadline, the cure amounts set forth in the Cure Schedule may be binding upon the other party to each Assumed Contract for all purposes and may constitute a final

---

<sup>1</sup> This notice is also without prejudice to the Trustee’s right to claim that an Assumed Contract expired by its own terms or was terminated prior to the effective date of assumption, as the case may be. Moreover, nothing herein shall be deemed an admission that the Assumed Contracts are enforceable obligations of the Debtor, are executory in nature, or that the Assumed Contract counterparty identified on Schedule “A” has a valid claim against the Debtor. None of the Assumed Contracts listed on Schedule “A” will be assumed and assigned until the Bankruptcy Court enters an order approving such assumptions. The Trustee reserves all rights to remove any Assumed Contract from Schedule “A” and to not seek its assumption and assignment. Nothing herein is or can be deemed an acknowledgment or admission by the Trustee that an Assumed Contract is or will be in effect, or assumed and assigned, as of the Sale.

determination of total cure amounts required to be paid or obligations required to be performed by the Debtor in connection with any assumption of each Assumed Contract as of the Determination Date. In addition, each Vendee under an Assumed Contract may be barred from objecting to the cure information set forth in the Cure Schedule, including, without limitation, the right to assert any additional cure or other amounts with respect to the Assumed Contract arising or relating to any period prior to the Determination Date.

**PLEASE TAKE FURTHER NOTICE** that any determination of cure amounts as set forth in the Cure Schedule shall be without prejudice to any of the Vendees' respective rights to object to the assumption and assignment of any Assumed Contract; provided, however, that such objection to the assumption and assignment must be filed with the Court and received prior to the Cure Schedule Objection Deadline.

Dated: Jericho, New York  
May 23, 2022

**SILVERMANACAMPORA LLP**  
Counsel to Kenneth P. Silverman, Esq.  
Chapter 11 Operating Trustee

By: s/ Brian Powers  
Brian Powers  
Member of the Firm  
100 Jericho Quadrangle, Suite 300  
Jericho, New York 11753  
(516) 479-6300

**SCHEDULE A**

<b>Counter-Party or Agent</b>	<b>Contract/Lease Description</b>	<b>Cure Amount</b>
Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016	Supplier Agreement	\$0.00
Cardinal Health 7000 Cardinal Place Dublin, OH 43017 Attn: Erin L. Gapinski, Senior Counsel Ryan Graham, Senior Counsel	Generic Wholesale Service Agreement	\$35,702.89
Denmeyer & Co. LLC 181 W. Madison, Suite 4500 Chicago, IL 60602 Attn: Leon Steinberg, Managing Director	Patient Annuity Management Agreement	\$5,426.89
Henry Schein, Inc. 135 Duryea Road Melville, NY 11747	Distribution and Supply Agreement	\$0.00
Janssen Pharmaceuticals, Inc. 1125 Trenton-Harbourton Road Titusville, NJ 80560 Attn: Jeffrey N. Smith, Vice President	License and Development Agreement	\$0.00
Johnson & Johnson Consumer Inc. 199 Grandview Road Skillman, NJ 08558 Attn: Edwin Kuffner, M.D.	Collaboration Agreement	5,441.77
Life-Assist Inc. 2590 Welton Street, Suite 200 Denver, CO 80205 Attn: Christine Waugh, Purchasing Manager	Distribution and Supply Agreement	\$0.00
Lydian Coworking Group, LLC 2590 Welton Street, Suite 200 Denver, CO 80205 Attn: Meredith Walker	Space Sharing Agreement	\$0.00
McKesson Corporation McKesson Pharmaceuticals 6555 State Hwy 161 Irving, TX, 75037 Attn: Todd Baldanzi, SVP and CFO	Distribution Agreement	\$0.00
McKesson Corporation One Post Street, 32nd Floor San Francisco, CA 94104 Attn: Law Department, U.S. Pharmaceutical, Manufacturer Relations	Supplier Agreement	\$0.00

McKesson Medical-Surgical Inc. 9954 Mayland Drive Richmond, VA 23233 Attn: Patricia Golkowski, Controller	Vendor Guaranteed Sales	\$0.00
Medline Industries, Inc. Three Lakes Drive Northfield, IL 60093 Attn: General Counsel	Distribution Agreement	\$0.00
Oracle NetSuite Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Data Processing Agreement	4,452.27
Par Sterile Products, LLC c/o Par Pharmaceuticals, Inc. One Ram Ridge Road Chestnut Ridge, NY 10977 Attn: Antonio Pera, President	Supply Agreement	\$41,514.00
Premier Healthcare Alliance, L.P. 13034 Ballantyne Corporate Place Charlotte, NC 28277 Attn: Wayne Russell, Vice President	Group Purchasing Agreement – Pharmaceuticals	\$0.00
Public Storage 10298 E. 45 <sup>th</sup> Avenue Denver, CO 80238	Storage Rental Agreement	\$0.00
SMC Ltd. 330 SMC Drive Somerset, WI 54025 Attn: Tom Howe, Chief Accounting Officer	Manufacturing and Supply Agreement	9,850.50
Soladoc, LLC d/b/a Greenlight Guru 525 South Meridian Street, Suite 3D Indianapolis, IN 46225 Attn: David DeRam, CEO	Software License Agreement	\$8,437.21
Sterile Products, LLC c/o Par Pharmaceuticals, Inc. One Ram Ridge Road Chestnut Ridge, NY 10977 Attn: Antonio Pera, President	Supply Agreement	\$41,514.00
Sterling Storage Corporation 27 Sterling Road Billerica, MA 01862 Attn: Laurie Oteri	Storage Contract	\$3,166.80
Vizient Supply, LLC 290 East John Carpenter Freeway Irving, TX 75062 Attn: Mittal Sutaria, SVP	Product Supplier Agreement	\$0.00

Vizient, Inc. P.O. Box 842167 Dallas, TX 75284-2167 Attn: Michael Ainsworth, VP & GM CHA	Product Supplier Agreement	\$0.00
---	----------------------------	--------